face value of the policy, it was *held,* the company was not liable. *Bradshaw* v. *Farmers' and Bankers' Life Ins. Co.* (Kans., 1920), 193 Pac. 332.

A life insurance policy contained this provision: "This policy is incontestible after one year from date of issue * * *: Provided, however, that it is especially understood and agreed that, in case of the death of the insured while engaged in any military or naval service in time of war, the beneficiary" shall recover a sum equal to the total premiums paid, etc. The insured enlisted in the naval service of the United States during the Great War, and died of pneumonia while at his home on furlough shortly after the Armistice. In an action by his administrator, *held,* the company was liable for the full amount of the policy. *Long* v. *St. Joseph Life Ins. Co.* (Mo. App., 1920), 225 S. W. 106.

The problem of these cases is discussed and the cases reviewed in 18 MICH. L. REV. 686. See also *Ibid.* 801. Since those notes several cases, in addition to the principal cases, have been decided. *Mattox* v. *New England Mut. Life Ins. Co.* (Ga. App., 1920), 103 S. E. 180, where without discussion of the point the court held the company not liable for the full amount; *Slaughter* v. *Protective League Life Ins. Co.* (Mo. App., 1920), 223 S. W. 819, where recovery was limited to the premiums paid; *Sandstedt* v. *American Cent. Life Ins. Co.* (Wash., 1920), 186 Pac. 1069, where also the recovery was limited, though the discussion was on another point. Apparently, the conflicting views of the Courts of Appeals in Missouri will be settled by the Supreme Court of that state, for the *Long* case, *supra,* is certified to the higher court.

INSURANCE—INVOLUNTARY MANSLAUGHTER OF INSURED BY BENEFICIARY DOES NOT BAR RECOVERY.—The beneficiary of a life insurance policy, through his gross negligence, caused the death of the insured. In an action by the beneficiary against the insurer, it was *held* that even though the plaintiff was guilty of involuntary manslaughter under the Penal Code, that fact would not defeat his action. *Throop* v. *Western Indemnity Co.* (Cal., 1920), 193 Pac. 263.

It is contrary to public policy to permit a person who wilfully kills another to enforce through the courts the contract for the payment of insurance upon the life of the person killed. *New York Mut. Life Ins. Co.* v. *Armstrong,* 117 U. S. 591; *Anderson* v. *Life Ins. Co.,* 152 N. C. 1. See 24 HARV. L. REV. 227. The rule forbidding such recovery is analogous to that prevailing in fire insurance, where the fire is set by the insured. 4 COOLEY ON INSURANCE, 3154. The reason given for the existence of the public policy is that to allow a recovery would furnish the party interested the strongest temptation to bring about the event insured against and would encourage crime. The killing in the present case was accidental, and as far as the wording of the contract is concerned a recovery should be allowed. There would, however, seem to be considerable room for argument whether the same rule of public policy which operates in the case of a wilful killing should not apply in the present case. Allowing the plaintiff to recover in

this case places a premium upon gross negligence. The court made no mention of public policy in the principal case, nor did the Illinois court in the case of *Shreiner* v. *High Court of I. C. O. of F.*, 35 Ill. App. 576. In the latter case the court said that a contract of insurance impliedly assumes the risk of all carelessness by every person, whether a possible beneficiary under the contract or not; therefore, a death which is unintentional, though caused by some neglect or unlawful act of the beneficiary, is within the contract, and ought not to defeat the policy. See L. R. A. 1917B, 1210.

JUDGES—PROVISION FOR EXPENSES NOT INCREASE OF COMPENSATION.—Where by statute the Missouri legislature allowed probate judges a certain sum for the payment of necessary expenses while engaged in holding court, it was *held* that such allowance did not constitute additional "compensation" within the constitutional provision that the compensation of a public officer should not be increased or diminished during his term of office. *Macon County* v. *Williams* (Mo., 1920), 224 S. W. 835.

It seems to have been almost universally held that any allowance for expenses incident to the discharge of the duties of office, in addition to the salary provided by law, is not an increase of salary or compensation, a perquisite, nor an emolument of office, forbidden by the United States Constitution and the constitutions of practically all of the states. *McCoy* v. *Handlin*, 35 S. D. 487, 153 N. W. 361; *Milwaukee County* v. *Halsey*, 149 Wis. 82, 136 N. W. 139. The test of validity is: Was the purpose of the legislature to increase the salary or was its purpose merely to save such salary, so that the officer would, in fact, receive the whole thereof for the performance of his official duties? The constitutional prohibition is aimed at the former alone. It was framed in the public interest that the judiciary may be independent of the other departments, on the ground that, as Hamilton put it, "A power over a man's subsistence amounts to a power over his will" (FEDERALIST, No. 79). True, the power to allow or withhold sums for expenses may give the legislature some hold on the judiciary, yet courts have consistently confined the prohibition to increases or decreases of the compensation for services rendered, allowing the appropriation of special sums for traveling and other incidental expenses of office. Such appropriations do not add to the salary; they merely insure the official's full enjoyment of it. *Kirkwood* v. *Soto*, 87 Cal. 394, 25 Pac. 488; *Smith* v. *Jackson*, 241 Fed. 770 (approved, 246 U. S. 388, 62 L. Ed. 788); *State* v. *Sheldon*, 78 Neb. 552, 111 N. W. 372. Yet, in a recent case the United States Supreme Court declared that the prohibition was applicable both to direct and indirect changes in salaries, and, reversing the lower court decision, held that the income tax on the salaries of federal judges violated this constitutional provision. *Evans* v. *Gore* (U. S. S. C., 1920), 64 L. Ed. —, 40 Sup. Ct. 550. It seems absurd to say that while the allowance of expenses to judges does not violate the provision, the taxation of the salaries of judges in common with those of other citizens does violate it. This tax is not such a diminution of judges' salaries as to bring the judiciary within reach of the legislative